

## A Special offer for Washington Public Libraries

Through a partnership with the Washington State Library, the Motion Picture Licensing Corporation (MPLC) is proud to present a special discount on our Umbrella License® for your public library.

MPLC® created the Umbrella License in response to the growing demand for public video programming. As you may know, motion pictures contained in home videocassettes and videodiscs are intended for personal, private home use only. Viewings outside the home are qualified as "public performances" under the U.S. Copyright Act (Title 17 U.S.C. § 101 and § 106). An MPLC license eliminates the nuisance of contacting studios and distributors to request clearance for their titles. With an Umbrella License public libraries have a low-cost alternative to programming on a title-by-title basis while receiving unlimited use for one low annual fee.

We are confident that the MPLC Umbrella License will prove to be an asset for your library. If you have not yet taken advantage of public performance licensing, the MPLC Umbrella License is a versatile and cost-effective introduction to video programming. At the same time, if your library is well-versed in public performance rights, the MPLC Umbrella License is an affordable and diverse supplement.

## The MPLC Public Library Packages



MPLC is much more than just movies, and many librarians agree that the variety and diversity in programming available from our Member Licensors is unparalleled. We would like to present your library with two licensing options that will allow you to remain copyright compliant for a special, limited-time fee.

1. **The MPLC Family Friendly License** provides exclusive rights to use all the independent, foreign, educational, children's and special interest titles from producers such as Sony Pictures Classics ("Capote") Think Films ("Born Into Brothels"), Scholastic Entertainment ("The Magic School Bus"), Classic Media ("Little Golden Books" series), and McGraw Hill, in addition to all the titles from Twentieth Century Fox ("The Sound of Music"). The MPLC Family Friendly License provides diverse programming beyond Hollywood studio titles.

2. **The Walt Disney Company Addition** to the MPLC Family Friendly License provides all the producers available in the Family Friendly License plus Disney titles at an additional cost. This package offers your library the same access to the Family Friendly children's titles, foreign films, and educational programming, plus the addition of motion pictures from the Walt Disney Company and its affiliated labels.

**A complete list of studios available under each license is printed in the Terms and Conditions found on the back of this brochure.**

Through our partnership with the Washington State Library we are proud to offer our annual Family Friendly Umbrella License at the deeply discounted rate of \$50 per library location. You may choose to add the Walt Disney Company Addition for an additional \$100 per library location, or \$150 licensing fee.

To take advantage of this limited time offer, simply complete the application and send it to our offices by **January 15, 2007**. Your Certificate of License will be sent by U.S. mail to the billing address provided. If you are already an MPLC licensee, please contact us with any questions or concerns. We are happy to extend this special offer to you upon the expiration of your current agreement.



### ***Q. What if I already have a public performance license through another company?***

A. If your library already has a public performance site license from another company you may wish to obtain the MPLC Family Friendly License. This license provides exclusive coverage for 20<sup>th</sup> Century Fox and several independent producers. Coverage for these companies are not available through other vendors, especially at this special, low price!

### ***Q. Can I publicize movie events we plan to hold at the library?***

A. Item four in the Terms and Conditions of this license makes a distinction between the "general public" and "patrons, staff, and guests" of the library. For librarians this distinction can be a bit of a conundrum, however the "general public" is defined as those outside the normal circle of the library. For example, you may not advertise the title, characters, or production company outside of the library, this is because advertising outside of the library is accessible by the "general public." This includes local papers, internet, and flyers outside the library. When advertising in this manner you may only promote a "movie night" without specifying the titles, characters, or producers. Within the library you are free to include titles, characters, and production companies. You may also include this information in mailings that are sent directly to library patrons.

### ***Q. We rent our facility to other groups. Can we be liable for copyright infringement?***

A. Yes. The facility owner can be held vicariously liable or as a "contributory infringer."



WARNING! Federal law provides severe civil and criminal penalties for the unauthorized reproduction, distribution or exhibition of copyrighted motion pictures, video tapes or video discs. Criminal copyright infringement is investigated by the FBI and may constitute a felony with a maximum penalty of up to five years in prison and/or a \$250,000 fine.

# Application

# Terms and Conditions



Name of Library "LICENSEE"	
Name of Director	
Billing Address	
City, State, Zip	
Facility Address (if different than above) "FACILITY"	
City, State, Zip	
Telephone	Fax
Email	Website
Start Date	

I herewith request an MPLC Umbrella License, subject to the Terms and Conditions listed on the back of this brochure. I understand the Umbrella License covers prerecorded home videocassettes/discs released by the motion picture companies provided for in the Terms and Conditions. The producers available for exhibition correspond with the package I select below.

Signature	Title
Check One	
<input type="checkbox"/> \$50 Family Friendly License (In accordance with term 6a)	<input type="checkbox"/> \$150 Family Friendly License plus Walt Disney Addition (In accordance with terms 6a and 6b)

- ☐ Payment Enclosed (check payable to MPLC)  
☐ Send Invoice (payment due in 30 days)  
☐ American Express   ☐ Visa   ☐ MasterCard   ☐ Discover

Card Number	Expiration Date
Print Cardholder Name	
Cardholder Signature	

Send to :

**Motion Picture  
Licensing Corporation**  
5455 Centinela Avenue • Los Angeles, CA 90066-6970  
Phone (800) 462-8855 • Fax (310) 822-4440  
E-mail: info@mplc.org • Website: www.mplc.org

1. The Motion Picture Licensing Corporation ("MPLC") grants LICENSEE a non-exclusive license ("License") to publicly perform copyrighted motion pictures and other licensed programs from any legally obtained source intended for personal, private, home use only - such as home videocassettes and DVDs, in its facility, under the terms and conditions specified herein.

2. The MPLC warrants and represents that it has secured the appropriate rights, under the federal Copyright Act, Title 17, U.S.C. §101(a) and §106, to grant this License.

3. "Term" shall mean the period commencing on the start date listed on the application and shall continue thereafter for periods of one (1) year each, unless canceled by either party at the end of said period or any subsequent period, upon sixty (60) days advance written notice. Each one (1) year period during the term is referred to herein as a "contract year." If LICENSEE does not timely notify the MPLC of intent to terminate, this Agreement will remain in effect for the entire contract year, and LICENSEE will be responsible for the entire annual fee due to the MPLC hereunder. No refunds or credits will be made by the MPLC in the event of early termination by LICENSEE.

4. The public performances authorized by this Agreement shall take place in the facility identified on the application. The audience will be limited to LICENSEE's facility and the sole purpose of such performances is to entertain and/or educate the employees, patrons, members and/or guests of LICENSEE and the audience will be limited accordingly. No specific titles, or any characters from such titles, or producers' names will be advertised or publicized to the general public, and no admission or other fee will be charged to the audience.

5. The agreed license fee for the first contract year of this Agreement is specified on the application, which amount is payable to the MPLC. Subsequent contract years may include adjustments based on various factors, including, but not limited to adjustments which: (i) reflect any change from the previous year's Consumer Price Index (CPI), and/or (ii) reflect an increase in the number of attendees at performances conducted pursuant to this Agreement. On an annual basis, or upon request by the MPLC, LICENSEE shall furnish the MPLC with the information the MPLC may require to determine the license fee for subsequent contract years. The license fee for each subsequent contract year shall be due and payable no later than each anniversary date during the term of this Agreement. Late payments for subsequent contract years will be subject to a charge of one and one-half percent (1.5%) of the license fee per month.

6a. The specific titles which may be publicly performed by LICENSEE under this Agreement are motion pictures produced and/or distributed by: ALLEY CAT FILMS, AMERICAN PORTRAIT FILMS, BEDFORD ENTERTAINMENT, BEST FILM & VIDEO, BIG IDEA, INC., BILLY GRAHAM EVANGELISTIC ASSN/WORLD WIDE PICTURES, BRIDGE-STONE MULTIMEDIA/ALPHA OMEGA PUBLISHING, BRITISH AND FOREIGN BIBLE SOCIETY, BRUDER RELEASING, INC., CAREY FILMS LTD., CASTLE HILL PRODUCTIONS, CDR COMMUNICATIONS, CENTRAL PARK MEDIA, CHOICES, INC., CHRISTIAN CINEMA.COM, CHRISTIAN TELEVISION ASSOCIATION, CHRISTIANO FILM GROUP (not including Time Changer), CINEMATHEQUE COLLECTION, CLASSIC MEDIA/GOLDEN BOOKS ENTERTAINMENT, CROWN VIDEO, CURRENT WELLNESS/INSPIRED CORPORATION, DAVE CHRISTIANO FILMS, DREAM, LLC, EO INTERNATIONAL, ERF CHRISTIAN RADIO & TELEVISION, ERIC VELU PRODUCTIONS, FAMILY ENTERTAINMENT LIBRARY, FANGORIA VIDEO, FOX 2000 FILMS, FOX SEARCHLIGHT PICTURES, GATEWAY FILMS/VISION VIDEO, GOSPEL COMMUNICATIONS FILMS, GRACE PRODUCTIONS/EVANGELIC FILMS, GRIZZLY ADAMS PRODUCTIONS, GRIZZLY ADAMS/TOTAL LIVING PRODUCTIONS, HARBINGER COMMUNICATIONS, HARVEST PRODUCTIONS, HARVEY ENTERTAINMENT, INTERCOMM, INC., INTERNATIONAL CHRISTIAN COMMUNICATIONS (ICC), INTERNATIONAL FILM FORUM, INTERNATIONAL FILMS, JEREMIAH FILMS, KALON MEDIA, INC., LANTERN FILM AND VIDEO, LEARNING CORPORATION OF AMERICA, LINN PRODUCTIONS, MA-HONEY MEDIA GROUP, INC., MARALEE DAWN MINISTRIES, MC DOUGAL FILMS, MC GRAW-HILL, MEDIASERF GERMANY, MESSENGER FILMS, MILLENNIUM FILMS, NEW WORLD PICTURES, NU IMAGE, INC., PARADE VIDEO/INSPIRED CORPORATION, PETER PAN/INSPIRED CORPORATION, PRAISE HOME VIDEO, PROVIDENCE ENTERTAINMENT, RUSS DOUGHTEN FILMS, SCHOLASTIC ENTERTAINMENT, SIDE BY SIDE FILMS, SIGNAL HILL PICTURES, SONY PICTURES CLASSICS, SPARK PRODUCTIONS, LTD., STUDIO CANAL, TEENEGERY PRODUCTIONS, THINKFILM COMPANY, INC., TOMMY NELSON, TOTAL LIVING VIDEO CURRICULUM, TRANS ATLANTIC PICTURES, TV4/CIRCLEVIEW VILLAGE, TWENTIETH CENTURY FOX FILM CORP., WORLD ALMANAC VIDEO, XENON HOME VIDEO. The MPLC represents that it or its motion picture company licensors may not possess the appropriate rights to certain individual titles, or, due to the expiration of those rights during the term of this Agreement, the MPLC may send LICENSEE at any time during the term of this Agreement binding notices that certain titles cannot be or may no longer be publicly performed under this Agreement. Such notices shall be binding and effective upon LICENSEE when received.

6b. Should LICENSEE select the Walt Disney Company Addition, the specific titles which may be publicly performed by LICENSEE under this Agreement will also include motion pictures produced and/or distributed by BUENA VISTA PICTURES, HOLLYWOOD PICTURES, TOUCHSTONE PICTURES, WALT DISNEY PICTURES.

7. LICENSEE may publicly perform the specific titles covered by this Agreement by means of lawfully manufactured pre-recorded Videos of those titles, acquired by LICENSEE from any legitimate source. The responsibility for obtaining Videos is that of LICENSEE, and that the costs of acquiring such Videos are to be borne solely by LICENSEE and are separate and distinct from the agreed public performance license fee.

8. LICENSEE may not duplicate, edit or otherwise modify the Videos obtained for public performance purposes under this Agreement.

9. Any separate fees which may be due to music publishers, or collection societies for music publishers, for the right to publicly perform the music contained in any of the motion pictures covered by this Agreement are solely LICENSEE's responsibility and are not the responsibility of the MPLC. To the best of the MPLC's knowledge, no such separate fees are presently in effect.

10. This Agreement may not be assigned by LICENSEE, without the prior written consent of the MPLC, except that LICENSEE shall have the right to assign this Agreement in connection with a merger, consolidation or sale of its assets and business provided that LICENSEE guarantees payment of license fees if the assignee does not pay in a timely manner for fees owed. This Agreement may be assigned by the MPLC.

11. In the event that a determination is made by a taxing authority or court of any state in which LICENSEE conducts business that the activity licensed herein renders MPLC liable for the payment of a gross receipts, sales, business use or other tax which is based on the amount of the MPLC's receipts from LICENSEE, then LICENSEE shall reimburse and indemnify the MPLC within thirty (30) days of notification therefore for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.

12. Any notice provided for herein shall be given in person; by first class air mail, postage prepaid; by reputable overnight carrier; or by facsimile; addressed to the party to be notified at the address or facsimile number listed on the application. The date of personal service or mailing or facsimile of any such notice shall constitute the date of service.

13. In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have 30 days to cure the alleged breach and to notify the non-breaching party in writing that a cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the Agreement without further notice.

14. In the event the MPLC engages an attorney to enforce its rights under this Agreement by virtue of the breach on the part of LICENSEE, of any term of this Agreement, LICENSEE agrees to pay the reasonable costs and reasonable attorney fees incurred by the MPLC.

15. In the event that the MPLC incurs any costs or fees in connection with the collection of any amounts past due to the MPLC hereunder, then LICENSEE shall be responsible for paying such amounts to the MPLC upon demand, with interest at the rate of nine percent (9%) per annum calculated from date of demand.

16. LICENSEE acknowledges by payment of the license fee that the information provided by LICENSEE is true, correct and complete in all respects. This Agreement has been duly authorized and constitutes a legal, valid and binding obligation upon LICENSEE and is enforceable by its terms and conditions.

17. Any and all rights not granted to LICENSEE in this Agreement are expressly reserved to the MPLC and/or its motion picture licensors.

18. To the extent that, prior to the commencement date of this Agreement, LICENSEE may have infringed upon rights held by the MPLC, the MPLC hereby agrees that it will not seek legal recourse or assert any claim for any and all such possible infringements. The MPLC makes this warranty only with respect to rights held by it, and is not empowered or authorized to make any such representation or warranty with respect to rights held by others.

19. This Agreement contains the full and complete agreement between the MPLC and LICENSEE and shall be construed in accordance with the laws of the United States and the State of California.

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**MPLC**  
and the  
**Washington State Library**  
are proud to present:  
**The MPLC**  
**Umbrella License®**  
for Public Libraries



**The copyright  
compliance solution  
to legally show motion  
pictures in your  
public library**